

**TENANT LEASE**  
(OSLH Standard Rental Lease)

This Tenant Lease (Lease) is entered into by Oglala Lakota Housing Authority (OLHA), P.O. Box 603, Pine Ridge, South Dakota 57770, and \_\_\_\_\_ (the Tenant). The subject of this Lease is a Home described as follows:

Unit No.: \_\_\_\_\_  
Community: \_\_\_\_\_  
Location: \_\_\_\_\_  
Number of Bedrooms: \_\_\_\_\_

**1. GRANT OF A LEASE:** OLHA as owner of this Home is now renting the Home to the Tenant. This is not a homeownership unit and the Tenant does not acquire an ownership interest in the Home. Because of this, the Tenant does not have a right to pass on its right to rent the Home to relatives who may or may not be living in the Home or other household members. The Tenant is acquiring the right to live in the Home but only for the term of this Lease and subject to the following provisions.

**2. TERM AND ANNUAL RENEWAL TERMS:** OLHA leases to \_\_\_\_\_, and the above described Home for a term of one year, such term beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending at 11:59 PM on \_\_\_\_ day of \_\_\_\_\_, 20\_\_. At the expiration of the initial lease term, or a subsequent renewal lease term and in the absence of a written notice of termination from either party within thirty (30) days of the expiration, the Lease will automatically renew for another one-year term.

**3. RENTAL PAYMENTS:** In exchange for the right to occupancy, the Tenant agrees to pay OLHA rent in accordance with OLHA's Program Administration and Occupancy Policy and OLHA's Standard Rental Payment Rule (see Attachment A). OLHA has the right to change this Policy, Rule and accordingly the rent payment amount during the Lease period.

Under the current Policy and Rule, the Tenant's rent is initially \$ \_\_\_\_\_ per month. OLHA may from time-to-time change this rental payment amount without approval from the Tenant but only after giving the Tenant a thirty (30) day written notice. **Rental payments are due on or before the first day of each month. Each monthly rental payment shall be paid at the beginning of each month.**

**4. OCCUPANCY AND USE OF PREMISES:** The Home may only be occupied by the Tenant and the Tenant's Household Members listed on Attachment "B". The Tenant agrees not to use or permit the use of the Home for any purpose other than as a residential dwelling unit solely for the Tenant and Tenant's Household Members. If there are any changes to the Household Members, it is the Tenant's obligation and responsibility to update the list with the OLHA. The Home must be maintained as the Tenant's primary residence at all times.

**5. DAMAGE DEPOSIT:** At or before the time this Lease is executed, the Tenant shall

deposit with OLHA the sum of \$150.00 as security for any damage caused to the Home during the term of this Lease. Such deposit shall be returned to Tenant, without interest, and less any set off for damage to the Home, within fourteen (14) days of the termination of this Lease. The security deposit is not a cap and if damage is done to the Home in an amount in excess of this deposit, the Tenant continues to be liable and responsible for the damage.

6. **LATE FEE:** In the event that any payment required to be paid by Tenant under this Lease is not made within three (3) days of when due, Tenant shall pay to OLHA, in addition to such payment or other charges due, a one-time “late fee” in the amount of \$00.00.

7. **UTILITIES:** OLHA provided utilities are indicated here by an “X” and those not provided should be filled in with a “N/A” (Not Applicable).

Gas       Water and Sewer       Trash Removal       Electricity

All utilities required to heat and operate the Home will be obtained and paid for by the Tenant with the exception of the utilities noted with an “x” above. Additionally, the Tenant shall ensure that the Home, including its in-house water pipes, is not damaged by a failure of the Tenant to pay for or properly maintain utilities.

OLHA is not responsible for any failure of utility service including any resulting damage to the Tenant’s personal property.

8. **OTHER TERMS:**

8.1. **INFORMATION FOR DETERMINATION:** Periodically, the Tenant may be asked to provide or cause to be provided information to help determine the Tenant’s rental payment, eligibility for services, and compliance with this Lease. Failure to provide this information or any misrepresentation of this information will be a breach of the Lease.

8.2. **TENANT OBLIGATIONS:** It is agreed and understood by the Tenant the following:

- (a) That the Home shall be used only as a private dwelling and for no other purposes whatsoever.
- (b) That Tenant shall maintain the premises in good condition during this Lease and shall neither cause nor allow any abuse of the Home. Upon the termination or expiration of the Lease, the Tenant shall redeliver the property in as good condition as at the commencement of the term or as may be put in during the term, reasonable wear and tear from use and obsolescence excepted.
- (c) **That Tenant, Tenant’s household members or any guest or other person under control of the Tenant, must refrain from behavior and/or actions that:**

**(i) threatens the health, safety or right to peaceful enjoyment of the Home by**

**other residents or employees of OLHA;**

**(ii) threatens the health, safety or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the Home; or**

**(iii) is criminal activity (including drug-related criminal activity) at or away from the Home. This includes any illegal use or distribution of drugs.**

- (d) The Tenant and Tenant's household members shall comply with all Rules and Policies of OLHA regarding occupancy of the Home and participation in OLHA's housing program as well as any "Occupancy Rules" that OLHA may from time-to-time establish for Standard Rental Homes in general or for specific types of homes. The Occupancy Rules shall be posted at OLHA's main office in Pine Ridge.

8.3. CERTAIN OLHA RIGHTS: OLHA shall have the following rights in addition to all other rights given by the law:

- (a) The right to enter the Home any time for the purpose of inspecting the Home and the Tenant's use of the Home as well as to maintain the Home. It is not required that the Tenant be present for OLHA to enter. OLHA may, but is not required to, provide prior notice before entering the home.
- (b) It is agreed and understood that OLHA, its agents and employees, shall not be liable to any person for any damages of any nature which may occur at any time on account of any defect in the Home, the Home structure, the site on which the structure is situated or any other improvements therein. This express waiver applies whether the defect existed at the time of execution of this Lease or arose subsequent hereto and whether such defect was known or unknown at the time of such injury or damage. This waiver applies to all such claims whether the defect or negligence is design, construction, or material in nature.

8.4. MAINTENANCE: The Tenant is responsible for repairing damages that it or its guests do to the Home (i.e. broken doors and windows, holes in the walls) and OLHA is responsible for all routine and non-routine maintenance on the Home. However, the Tenant shall be responsible for ensuring that by their occupancy the unit does not deteriorate from anything other than normal wear and tear.

The Tenant shall inform OLHA of any warranty defect or mechanical failures in the unit. The Tenant is obligated to notify the OLHA if they cannot perform their maintenance duties. The OLHA may hold the Tenant responsible for failing to notify the OLHA, if such negligence results in damage to the rental unit.

8.5. TERMINATION OF LEASE: This Lease, or any extension thereof, may be terminated at the end of the Lease term by Tenant or OLHA giving thirty (30) days' written notice. The Tenant may terminate the Lease for any reason, at any time, but to do so, they must provide

OLHA with a thirty (30) day written notice prior to that termination. Any termination by the Tenant does not relieve the Tenant of other responsibilities and obligations under the Lease. If in the sole judgment of OLHA, the Tenant vacates or abandons the Home without prior written notice before the end of the Lease term or agreed extension thereof, the Tenant shall remain responsible for all amounts due for the remainder of the Lease term. If the OLHA's right of re-entry is exercised following abandonment of the Home by the Tenant, then OLHA may consider any personal property belonging to the Tenant and left at the Home to have been abandoned, in which case OLHA may dispose of any personal property and is relieved of any and all liability for doing so.

OLHA may not terminate the Tenant's tenancy during the term of this Lease except for (i) serious or repeated violation of the terms or conditions of the Lease (ii) violation of any applicable Federal, Tribal, or local law, (iii) any activity engaged in by the Tenant, Tenant's household members or any guest or other person under control of Tenant that threatens the health, safety or right to peaceful enjoyment of the Home by other residents or employees of OLHA; threatens the health, safety or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the Home; or is criminal activity (including drug-related criminal activity) at or away from the Home, (iv) the unit becomes uninhabitable, or (v) other good cause.

OLHA shall give written notice of termination to the Tenant as required under the laws of the Oglala Sioux Tribe, if any.

Any written notice of termination shall inform the Tenant that the Tenant has the opportunity, prior to any hearing or trial, to examine any OLHA non-privileged documents, records, or regulations that OLHA determines are relevant and directly related to the proposed termination or eviction.

8.6. NOTICES:

TENANT – All written notices required under this Lease to be made by the Tenant to OLHA must be delivered or mailed to one of the following addresses. OLHA may change one or both of these addresses by providing a written notice of the change to the Tenant.

Mailing Address: P.O. Box 603, Pine Ridge, South Dakota 57770

Delivery Address: OLHA Main Office, Pine Ridge, South Dakota

OLHA – All written notices required under this Lease to be made by OLHA to the Tenant must be delivered or mailed to one of the following addresses. The Tenant may change its mailing address by providing a written notice of the change to OLHA.

Mailing Address: \_\_\_\_\_

Delivery Address: the Home by posting

8.7. ALTERATIONS AND IMPROVEMENTS: The Tenant shall not make or cause to be made any changes, alterations, additions or attach any objects of permanence to portions of the building or do anything that might cause injury or damage to the Home.

8.8. INSURANCE AND DESTRUCTION OF HOME AND PROPERTY: Insurance on the Home, which could be self-insurance funds or self-insurance program, shall be maintained by OLHA. Any payments or proceeds from any such insurance shall be OLHA's and not the Tenant's.

In the event the Home is destroyed or rendered untenable by fire, windstorm, or any other causes, then this Lease shall cease and terminate as of the date of such destruction, and the rental shall then be accounted for between OLHA and the Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In such cases, OLHA shall use its best efforts in trying to obtain replacement rental housing for the Tenant. Such replacement housing may be a permanent or a temporary change until the Home is reconstructed, at the sole discretion of OLHA.

OLHA maintains no insurance on the contents of the Home including the personal property of the Tenant and it has no liability for any loss or damage to that property. The Tenant may want on its own to personally consider obtaining renter's insurance.

8.9. SURRENDER OF PREMISES: Upon the expiration of this Lease, the Tenant shall immediately surrender the Home.

8.10. INDEMNIFICATION: OLHA shall not be liable for any damage or injury of or to the Tenant, Tenant's Household Members, guests, invitees, or any person entering the Home or the site that the Home is situated upon and Tenant hereby agrees to indemnify, defend and hold OLHA harmless from any and all claims or assertions of every kind and nature.

8.11. MODIFICATION: Any changes or modifications to this Lease must be in writing and signed by OLHA and the Tenant.

8.12. ASSIGNMENT AND SUBLEASE: The Tenant shall not have the right or power to transfer, assign or sublease this Lease or the Home.

8.13. GOVERNING LAW: This Lease shall be governed by the laws of the Oglala Sioux Tribe.

WITNESS THE SIGNATURE(S) this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OGLALA LAKOTA HOUSING AUTHORITY

By: \_\_\_\_\_

Title: Chief Executive Officer

TENANT(S)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Attachment A: Rental Payment Rule  
Attachment B: Household Members List